



# GRANT PROJECT MANAGEMENT PROCEDURES



## **GRANT PROJECT MANAGEMENT PROCEDURES**

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#### **GRANT PROJECT MANAGEMENT PROCEDURES**

#### Introduction

The South Carolina Rural Infrastructure Authority (Authority) was created under Title 11, Chapter 50 of the South Carolina Code of Laws to select and assist in financing qualified rural infrastructure projects. In 2016, this assistance was extended to qualified infrastructure projects statewide. Qualified infrastructure projects must protect public health and water quality by improving environmental facilities and services or building infrastructure capacity to support economic development and employment opportunities.

The RIA helps communities by making strategic investments in infrastructure that are targeted to the following program objectives:

- Improve the quality of life by addressing public health, environmental and regulatory concerns;
- Create opportunities for **economic impact** by building the infrastructure capacity necessary to support economic development; and
- Increase **community sustainability** by helping to maintain reliable and affordable infrastructure.

Assistance is offered to local governments and other eligible entities primarily through competitive grants for new or improved infrastructure facilities. Once a grant is approved by the RIA Board of Directors, a grant agreement is issued. The grant agreement serves as a contract between the Authority and a grantee. The grant agreement outlines the terms and conditions of the assistance and specifies the timeframe and other conditions for conducting the project in accordance with the objectives outlined and approved in the application, or as otherwise amended.

These Project Management Procedures were developed in order to facilitate implementation of Authority funded projects in accordance with the grant agreement. Such procedures help to ensure accountability for public funds as well as compliance with program objectives. The information includes financial management, procurement, contractual documentation, reports, recordkeeping and close out.

An Authority staff member is assigned to every project to aid in project implementation throughout the process. Authority staff will conduct a start-up technical assistance meeting to help new grantees as well as to help projects get underway and completed in a timely manner. Authority staff are available to help grantees with implementation throughout the grant. Staff will monitor project activities to document compliance with grant conditions and the project's accomplishments before the grant is closed.

The Authority will update these procedures as needed and make them available on the Authority's website at <a href="https://www.ria.sc.gov">www.ria.sc.gov</a> on the Program Forms and Documents page.

## **Grant Management**

## **Getting Started**

- A grant agreement will be mailed to the Grantee upon approval of the grant application.
  The grant becomes effective upon return of one copy of the grant agreement executed by
  the Chief Executive Official and another authorized representative of the Grantee. Both
  copies must have original signatures and one must be returned to the SC Rural
  Infrastructure Authority (Authority) within 15 days of the date of award. The grantee will
  retain the other copy in the project files which must be available to the public upon
  request.
- Forms and other information to be completed by the Grantee and submitted to the Authority within 30 days of Grant Award, unless otherwise specified, include:
  - Authorized Signatures for Payments and Checks form. This form requires designation of two authorized financial representatives for requests for payment and disbursement of grant funds. See Financial Management Section for more information.
  - o Documentation to address any special conditions specified in the Grant Award.
  - Subrecipient agreement, if required, prior to execution of the agreement.
- A Notice to Proceed will be issued by the Authority once the above documentation has been submitted and found to be acceptable. A Notice to Proceed is required prior to incurring any costs against the Grant. If the Grantee needs to incur expenses prior to the Authority's notification to proceed, the Grantee must submit a written request and obtain prior written approval from the Authority. Otherwise, any expenditure made prior to the date of the written notice to proceed is made at the Grantee's own expense and is not eligible for payment with Grant funds.
- Once the written Notice to Proceed is issued by the Authority, the Grantee may begin the
  next steps in project implementation consistent with the requirements contained in these
  procedures and the terms and conditions of the Grant Agreement.
- If a project is ready to go at the time that a Notice to Proceed has been issued (i.e., design is complete, all permits, property, ROW and easements have been obtained and construction bids have been taken); the procurement procedures and proposed contract must be reviewed by the Authority before it can be executed.
- The Grantee must use the grant number on all reports, requests for payment or correspondence related to the grant.

- A Subrecipient Agreement is required if an entity other than the Grantee will be responsible for implementing any portion of the project. The Grantee must submit a proposed subrecipient agreement to the Authority within 30 days of Grant Award and prior to execution. Subrecipients include governmental or not-for-profit water and/or sewer organizations.
- If an entity other than the Grantee will be involved in any other activity related to the project including planning, construction oversight, ownership, operation or maintenance, then an Intergovernmental Agreement may be required.
- For economic development projects that involve job creation, the Authority will require a
   Performance Agreement between the Authority, the Grantee and the company which
   has committed to job creation prior to the release of grant funds (unless otherwise
   approved). The Authority will develop the Performance Agreement and the Grantee,
   working in conjunction with the county or other economic development staff, must obtain
   an executed copy from the company. The performance agreement specifies:
  - The use of grant funds by the Grantee;
  - The job commitment by the company and timeframe for meeting the job requirement; and
  - An annual report of progress on the job creation to be submitted by the company to the Authority.

## **Progress**

- The Grantee must take appropriate action to implement the project in a timely manner.
- Most projects should be ready to go when approved. If there is an unexpected delay, it is
  the Grantee's responsibility to notify the Authority immediately and to provide an updated
  project schedule.
- The project must be substantially underway **within 6 months** of the Grant Award. If the Grantee does not take appropriate action to implement the project within 6 months of the Grant Award, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to the Grantee and terminate the project.
  - The project shall be considered substantially underway if the project design is complete and the construction contract is ready to be bid or other appropriate actions to indicate that the project will be completed within the grant period.

- If the construction work has not been advertised for bid, the Grantee must provide a schedule showing detailed tasks to be completed and estimated completion dates.
- The Grantee must complete, or cause to be completed, the portion of the project to be funded, in whole or in part, with Grant funds within 18 months (pre FY17-18 projects) or 24 months (FY17-18 projects) of the grant award.
- Emergency Projects should be completed and closed **within 12 months** of the grant award.

#### **Grant Amendments**

- **Grant amendments** are required if there are:
  - o Requests to extend the grant period (typically, no more than six months).
  - Major revisions to the grant scope of work including addition or deletion of activities or customers, or changes in capacity or location of activities.
  - o Any change in grant budget line items greater than ten percent (10%).
- Substantial revisions and extensions may require Board approval and may be delayed if the request is not submitted at least 90 days prior to the end of the grant period.
- A grant amendment request must be submitted in writing and in advance to the Authority by the Grantee's Chief Executive Official. The request must include a detailed description of the change, the reasons for the change, a detailed cost justification and revised map, if appropriate. An original signature is required. The Authority has no obligation to approve such a request.

## **Reports**

- The Grantee agrees to submit **quarterly progress reports** that provide a status update and identification of any significant issues affecting the project.
- The initial progress report is due on the first day of the second full quarter after commencement of the project. Progress reports also are due on the first day of each subsequent quarter until final close out of the project.
  - Quarters begin on January 1, April 1, July 1 and October 1
- Failure to submit quarterly progress reports will make the Grantee subject to the sanctions identified in the Grant Agreement.

The Grantee must provide other reports as may be requested by the Authority.

## **Project Management Forms**

- The Authority will provide forms for use in the implementation of Authority grants. Such
  forms may be updated from time to time or additional forms may be added. The Grantee
  must use the most current forms which are available at <a href="www.ria.sc.gov">www.ria.sc.gov</a> unless otherwise
  instructed.
- The following forms are made a part of these procedures.
  - Grant Checklist This form is for Grantee use only and should be kept with project records to document required submissions to the Authority and timelines for implementation
  - <u>Authorized Signatures for Payments and Checks</u> This form designates authorized signatures for requests for payment on the Grant and also identifies the bank account to which grant payments will be sent. The form must have original signatures and be returned within 30 days of grant award.
  - Subrecipient Agreement A subrecipient agreement is required if a local government applies on behalf of a not-for-profit water/sewer company or if an entity other than the grantee will be responsible for any portion of the project.
  - Construction Contract Submission Checklist This form may be used to ensure the required documents are submitted to the Authority to allow for a complete review of the construction contract prior to execution.
  - <u>Change Order Submission Checklist</u> This form may be used to ensure that all the required information is submitted with a change order to prevent any delays with the Authority's review of the request.
  - Request for Payment Requests for grant funds must be made on this form and must include an original signature of one of the persons authorized by the Grantee on the Authorized Signatures for Payments and Checks form.
  - Quarterly Progress Report This report must be submitted by the first day of each quarter to provide an update on the progress of the grant and to provide an explanation for any delays. If the project is not on schedule, your Project Manager may schedule a meeting for technical assistance.
  - Grant Amendment This form should be used to request major changes in the approved scope of work, budget line item changes of 10% or greater and any extensions of the 24 month grant period. An original signature on this form is required.

 <u>Close-Out and Final Certifications Report</u> – A final close-out report of expenditures and accomplishments must be submitted at project completion and approved by the Authority prior to grant close out. An original signature is required.

## **Record Keeping and Monitoring**

- The Grantee must maintain all project/grant related records for review by the Authority or other State agency as may be required to ensure timely completion of the Grant and compliance with the terms and conditions of the Grant Agreement as well as program procedures.
- Suggested files include the following:

#### o Application and Grant Agreement

- ✓ Approved Authority Application
- ✓ Grant Announcement Letter
- ✓ Grant Agreement Letter
- ✓ Executed Grant Agreement
- ✓ Documentation of clearance of any grant conditions
- ✓ Grant Checklist
- ✓ Approved amendments
- ✓ General correspondence

#### Financial

- ✓ Bank Signature Form
- ✓ Project Budget by activity
- ✓ Requests for Payment on the Authority's grant
- ✓ Back-up documentation and approval of expenditures (invoices, construction draw requests, purchase orders, etc.)
- ✓ Documentation of expenditure of matching and other funds for the project
- ✓ Separate Bank Account and Monthly statements for reconciliation
- ✓ Ledaers
- ✓ Audit

#### Contracts and Agreements

- ✓ Executed Subrecipient Agreements
- ✓ Executed Performance Agreement
- ✓ Grantee procurement policy
- ✓ Procurement documentation for all goods and services (advertisement, method of procurement, bid package, bid tabs, minutes, recommendation to award, notice of intent to award, protests, etc.)
- ✓ Documentation to show ownership of any project-related real property, easements or right of ways.
- ✓ Executed copies of all project-related contracts

- ✓ Contracts for construction and approvals
- ✓ Permits
- ✓ Bonding and insurance
- ✓ Contractor pay requests and approvals
- ✓ Change orders and approvals

#### • Reports and Project Schedule

- ✓ Quarterly progress reports for each quarter
- ✓ Updated project schedule

#### Monitoring

- ✓ Monitoring letter and report
- ✓ Grantee response and clearance of any issues

#### Close Out

- ✓ Close-Out Report and Final Certifications
- ✓ Documentation of Accomplishments
- ✓ Digital photos (recommended)
- ✓ Certified "as built" drawings
- ✓ Final Waiver of Liens
- ✓ Permit to Operate
- ✓ Letter of Final Close Out from the Authority
- Project/grant records shall be made available for random audit and review by the State upon issuance of a minimum 24 hour advance notice.
- Generally, the Authority will provide a 10 day advance notice of any review and such review will be done during normal work hours.
- If the Grantee fails or refuses at any time to comply with any of the terms and conditions
  of the Grant Agreement, the Authority may take, in addition to any relief that it is entitled
  to by law, any or all of the following actions:
  - o Require repayment of all or a portion of any Grant funds disbursed;
  - o Cancel, terminate, or suspend, in whole or in part, the Grant; or
  - Refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of the Grant Agreement.

#### **Close-Out**

- A final **Close-Out Report** of expenditures and accomplishments must be submitted at project completion which may include the following information or other information as may be required by the Authority:
  - Documentation for all Grant expenditures in accordance with the approved Project Budget and Scope of Work;
  - Written certification of all expenditures for matching funds or other leveraging spent on the project prior to close out of the Grant;
  - The Grantee must submit as-built drawings or certification by the project engineer that the project was constructed in accordance with the application or amended scope of work approved by the Authority;
  - The Grantee must describe and quantify the project accomplishments as well as the impact on the system and community as a whole;
  - The Grantee must agree to provide maintenance of facilities, structures, or other improvements paid for, in whole or in part, with Grant funds; and
  - The Grantee must submit the following additional documentation:
    - ✓ Final Waiver of Liens
    - ✓ Permit to Operate (if applicable)
    - ✓ Digital photos (recommended)
    - ✓ Certified "as built" drawings
- Any unexpended grant funds on hand at project completion shall be returned to the Authority.
- The Grantee may not retain surplus Grant funds that result from project cost underruns. Any remaining grant funds will be deobligated from the grant prior to project close out.
- Completion is defined as the completion of all approved activities associated with the
  project and the submission of a Close-Out Report and documentation of Grant funds
  expended, accomplishments and any other information required by the Authority. The
  Authority may conduct an on-site review of the project and documentation prior to closeout.
- The Authority will issue a notification in writing to the Grantee of the closure of the Grant.
- When a Performance Agreement has been executed as a requirement of the Grant, the Grantee must work with the company to ensure that annual reports regarding job requirements are submitted to the Authority in a timely manner.

• The Authority will issue a written notification to the company and Grantee when the performance requirements have been met.

#### **Record Retention**

- The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years.
- All other pertinent grant and project records including financial records, supporting
  invoices, receipts or other financial documentation, contracts, agreements, reports and
  other records shall be retained for a minimum of three years after notification in writing
  by the Authority of the closure of the Grant.
- However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

## **Financial Management**

## **Financial Management**

- The Grantee must maintain a financial management system using generally accepted accounting principles to provide adequate accountability for the Grant.
  - The Grantee's records must disclose accurate information about the grant award, obligations, unobligated balances, assets, liabilities, expenditures, and revenues.
  - The Grantee's financial management system must have budget control procedures that make it possible to compare actual expenditures with budgeted amounts for each supported activity.
  - The Grantee's financial management system must make it possible to relate financial information to performance or productivity.
  - The Grantee's financial management system must also have sound internal control procedures that cover cash, real and personal property, and other assets.
- All accounting records must be supported by source documentation. This documentation
  must show that expenditures occurred during the grant period, were expended only for
  allowable costs and approved by authorized officials.
- The Grantee must account for each new grant agreement and all grant transactions separately. It is recommended that a separate bank account be established.
- The bank and the account number must be designated by the Grantee on the **Authorized Signatures for Payments and Checks** form prior to disbursement of grant funds.

#### **Authorized Officials**

- The Grantee shall designate two financial representatives who are authorized to request payments and sign checks on the **Authorized Signatures for Payments and Checks** form. Original signatures are required on this form.
- The Grantee's Chief Executive Official (elected or administrative) must authorize the
  designated financial representatives. If the Chief Executive Official also needs to request
  payments or sign checks, then the next highest <u>elected</u> official must authorize it on the
  form. The following examples are provided to ensure that the **Authorized Signatures for**Payments and Checks form is completed accurately.
  - The Town Administrator authorizes the Town Clerk and Financial Manager to request funds and sign checks.
  - The Mayor authorizes the Town Administrator and Financial Manager to request funds and sign checks.

- The Council (Mayor Pro-Tem) authorizes the Mayor and the Town Administrator to request funds and sign checks.
- The Executive Director of a Water/Sewer Authority authorizes the Finance Director and Finance Clerk to request funds and sign checks.
- The Chairman of a Water/Sewer Authority authorizes the Executive Director and Finance Director to request funds and sign checks.
- The person authorizing the financial representatives may not sign Requests for Payment
  or checks. Only those two persons approved on the **Authorized Signatures for Payments**and Checks form may sign the Authority's Request for Payment form or the checks to pay
  for expenditures on Authority-funded projects.
- If there is a change in personnel, a new **Authorized Signatures for Payments and Checks** form may be submitted to the Authority in advance of further Requests for Payments or expenditures by checks.

#### **Allowable Costs**

- The Grant Award shall be used only for specified activities approved in the Application, unless otherwise approved in writing by the Authority.
- Ineligible grant expenses include, but may not be limited to, any non-construction costs such as planning, engineering, administration or legal fees, acquisition of property including easements or right-of-ways, permitting, application or administrative expenses, service lines, connections, meters or impact fees, operating or maintenance expenses, or furnishings and fixtures that are not permanently attached to improved facilities. Such costs that are related to the project must be paid for with other funds.
- Funds obligated or expended prior to the grant award or for activities that have not received written approval from the Authority shall be considered ineligible and shall not be eligible for payment by Grant funds.
- Grant funds may not be used to reimburse in-kind labor. However, in-kind expenses may be counted toward the matching requirement, if properly documented.
- The Grantee must provide monies from its own or other resources for cost overruns required to complete the project.

## **Requests for Payment**

 Prior to the first Request for Payment, the Grantee must ensure that any subrecipient agreements and/or third party contracts have been reviewed and authorized by the Authority.

- The Grantee must submit a certified Request for Payment form for eligible expenses and documentation as follows:
  - The Grantee will certify, to the best of its knowledge, information and belief that the work on the project for which payment is requested has been in accordance with the terms and conditions of the Grant Agreement.
  - Invoices or other documentation (including change orders to the contract), that the Authority may reasonably require to document the incurred expenses, must be submitted with the Request for Payment. Such invoices must be certified as valid expenses by an official representative of the Grantee.
- Requests for Payment must be submitted using forms approved by the Authority and may only be signed by one of the officials listed in Sections 3A and 3B on the Authorized Signatures for Payments and Checks form. An original signature is required.
- Requests for Payment may be submitted on an advance or reimbursable basis. Advances
  will only be considered if there is an invoice for eligible work or services completed that is
  due and payable.
- Payment requests must be approved by the Authority in accordance with the approved scope of work and budget. Payments are issued from the Comptroller General's office and will be sent to the Grantee's designated bank account. The Grantee will receive notification that the payment was sent.
- The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses up to the total grant amount as provided in the Grant Agreement.
- The Authority may issue payments jointly to the Grantee and a vendor supplying goods or services on the project, if deemed appropriate.
- Grant funds received by the Grantee must be disbursed in a timely manner, generally within 10 days of the date of receipt.
- Unless otherwise authorized by local policies, there should be two original signatures on the checks. For grant funds, both officials listed in Sections 3A and 3B on the Authorized Signatures for Payments and Checks form must sign checks.
- Disbursements of the Authority's funds should only be made for work (materials or labor) that has been completed in accordance with the contract and any approved change orders.
- All financial documentation supporting the Grantee's Requests for Payment and the disbursements from Grant funds must be kept on file and be available for inspection at any time.

• Generally, grant disbursements should be made on a pro-rata basis with the Grantee's required match for construction unless the Authority's funds are designated for a specific line item or unless otherwise approved.

## **Match Expenditures**

- The Grantee is required to keep appropriate financial documentation (including purchase orders, invoices, contractor pay requests, checks, bank statements, etc.) to demonstrate the required match has been provided.
- In order to document other funds spent on project-related activities, the Grantee may be requested to validate the total project expenditures.

#### **Audit**

- The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the project, and make a copy of the audit report available to the Authority or its designated representative.
- The audit must adhere to the following audit requirements, whichever is applicable:
  - Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
  - The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).
- The Grantee must notify the Authority of any audit findings related to the Authority's grant or general grant management and will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority.
- Upon request of the Authority, the Grantee shall make available, and cause any Contractor
  to make available, for audit and inspection by the Authority and its representatives all the
  books, records, files and other documents relating to any matters pertaining to the project.

#### **Procurement and Contracts**

#### **Construction Procurement**

- Prior to procurement of construction contracts, the Grantee shall obtain all necessary federal, state and/or local permits required for the construction of grant funded improvements.
- The Grantee must certify that all necessary real property or right of ways/easements have been acquired prior to contract execution.
- All purchases of goods and services funded, in whole or in part, with the grant, shall be
  made according to the established procurement laws, regulations and guidelines of the
  Grantee, provided that its policies are substantially in conformance with the Model
  Procurement Ordinance for Local Governments developed in accordance with SC
  Consolidated Procurement Code.

If the Grantee has no procurement law, regulations or guidelines, the procedures outlined in "Article 5: Source Selection and Contract Formation of the SC Consolidated Procurement Code" may be used as a guideline for the procurement of goods and services funded in whole or in part by this grant.

- A copy of the Model Ordinance as well as "Article 5 of the SC Consolidated Procurement Code" is available on the RIA website on the Program Forms and Documents Page.
- Article 3 of the Model Procurement Ordinance establishes competitive sealed bidding as
  the preferred method of procurement for construction. For Authority-assisted
  construction contracts, competitive sealed bids will be required unless local procurement
  law, regulations or guidelines specify the use of other source selection methods. Please
  consult with RIA on the use of other selection methods.
- Solicitations must clearly explain all requirements that the bidder/offeror must fulfill in order for his or her bid/offer to be evaluated by the Grantee. Solicitations for goods and services must be based on a clear and accurate description of the material, product, or work to be performed, and cannot contain features which unduly restrict competition.
   Some of the situations that may be considered to be restrictive of competition include, but are not limited to:
  - Placing unreasonable qualifying requirements on bidders/offerors.
  - Requiring unnecessary experience and excessive bonding.
  - Specifying only "brand name" products instead of allowing an "or equal" product.

- o Allowing non-competitive pricing practices between firms or affiliated companies.
- Allowing non-competitive awards to consultants on retainer contracts.
- RIA does not provide a standard bid package or contract agreement. Grantees should refer
  to the Engineers Joint Contract Documents Committee (EJCDC) standard contract
  documents available from the American Society of Civil Engineers (ASCE), the National
  Society of Professional Engineers (NSPE), or the Associated General Contractors of America
  (AGC) or similar organizations.
- Bids must include quantities and itemized costs for all work to be completed. In the event
  the item being bid does not reasonably lend itself to line item bidding, then a schedule of
  values with such detail must be obtained from the low bidder and submitted to RIA for
  approval within ten days of the effective date of the contract agreement. Where feasible,
  alternates should be included in the event that bids come in under or over the budget.
- The Grantee should take all necessary and reasonable steps to ensure that minority business enterprises, as defined in state law, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds provided under this Agreement.
- Submit any sole source documentation for Authority review in advance.
- While the Model Ordinance does not specify a dollar limit for contracts or purchases, "Article 5: Source Selection and Contract Formation of the SC Consolidated Procurement Code" specifies the following:
  - o <u>Small purchases under \$50,000</u> (Section 11-35-1550):
    - Up to \$2,500 A single quote is acceptable if price is certified by Grantee to be fair and reasonable.
    - Over \$2,500 up to \$10,000 ---A written solicitation for written quotes, bids or proposals from a minimum of three (3) qualified sources
    - Over \$10,000 up to \$50,000 A written solicitation for written quotes, bids or proposals must be developed and advertised once in the South Carolina Business Opportunities or through other central electronic advertising.
    - The award should be made to the lowest responsible and responsive offeror.
  - o Construction Contracts and Purchases of \$50,000 or more (Section 11-35-1520):
    - Prepare an invitation for bids and solicit competitive sealed bids or proposals.

- A notice of the invitation for bids or proposals must be issued, allowing a reasonable time prior to bid opening. Such notice must include advertising in the South Carolina Business Opportunities or through other central electronic advertising.
- Bid solicitations must include specifications and all contractual terms and conditions applicable to the procurement.
- Bids must be publically opened in a public place and on a date and time designated in the invitation for bids in the presence of one or more witnesses. The name and amount of each bid and any other relevant information must be recorded.
- Award should be made to the lowest responsive and responsible bidder whose bid meets the requirements in the invitation for bids.
- For contracts of \$50,000 and up to \$100,000, a notice of intent to award must be posted and all bidders notified on the same day.
- For contracts of \$100,000 or more, a notice of intent to award must be posted for ten days and sent to all bidders, with a statement of the bidder's right to protest, prior to entering into a contract. If only one bid is received and it is determined responsive, responsible and within the construction budget, the award may be made without the delay of a ten day waiting period.
- o If bids received pursuant to an invitation for bids exceed available funds, and it is determined that circumstances do not permit the delay required to resolicit competitive sealed bids, and the base bid, less deductive alternates, does not exceed available funds by an amount greater than 10% of the construction budget established for that portion of the work, a contract may be negotiated with the lowest responsible and responsive bidder. The governmental body may change the scope of the work to reduce the cost to be within the established construction budget but may not reduce the cost below the established construction budget more than ten percent. (Section 11-35-1540)
- For bids that exceed 10% of the construction budget, it may be appropriate to revise the scope of work and re-bid the project.
- For construction contracts exceeding \$50,000, the Grantee should obtain:
  - A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" must be a firm commitment in the form of a bid bond, certified check or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.
  - A performance bond from the (sub) contractor for 100 percent of the contract price to secure the (sub) contractor's fulfillment of all obligations under the contract.

- A payment bond from the (sub) contractor for 100 percent of the contract price to assure payment of all persons supplying labor and material under the contract.
- Any signs to be installed at the project site must be pre-approved by the Authority and must acknowledge funding by the Authority.
- The Grantee must submit to the Authority all proposed agreements with third party contractors engaged to perform work within the scope of the Grant prior to executing those agreements. The Construction Contract Submission Checklist may be used to ensure the required documents are submitted to the Authority for review. In addition to the submission of the contract for review, the Grantee must submit the following to the Authority:

#### **Contract Submission Requirements**

- Construction bid package,
- o Evidence of bid advertisement and dates,
- The certified bid tabulation and recommendation of award amount including any accepted alternates (an explanation of any bid discrepancies should also be provided),
- o Copy of the winning bidder's response,
- Contract agreement and specification drawings,
- o Bid bond, and
- Certification by the Grantee that all necessary property, ROW and easements have been acquired and that any required federal, state or local permits have been secured.
- The Grantee may not award contracts to any contractors who are ineligible to receive contracts under any applicable laws or regulations of the state.
- Any Notice of Intent to Award should be conditioned on RIA review and approval.
- If the Grantee fails to adhere to procurement procedures that are in conformance with the Project Management Procedures, the Authority may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as referenced in the Grant Agreement.
- Any disputes arising out of a contract funded, in whole or in part, with grant funds are the
  responsibility of the Grantee and should be resolved in a timely manner in accordance
  with applicable local procedures or state requirements.
- Upon request, the Grantee must make available to the Grantee's auditor, the Authority, and its representatives, and the public, the Grantee's records and other documentation of the procurement process.

## **Construction Contracts and Change Orders**

- The Grantee is responsible for implementation of the project in accordance with the program requirements notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of the project.
- All **change orders** must be submitted to the Authority for review.
  - Significant change orders must be submitted to the Authority <u>in advance</u> of the change order approval.
  - If a change order involves a major change in the scope of work, costs or location of activities, a grant amendment may also be required. Such change orders should not be executed until the Authority has reviewed and approved the grant amendment.
  - Minor change orders must be submitted with the next Request for Payment of grant funds as part of the invoice documentation.
  - If all grant funds have been expended, submit all subsequent change orders prior to the final payment on the contract.
- In addition to the submission of the change order for review, the Grantee must submit the following to the Authority:

#### Change Order Submission Requirements:

- Contract change order,
- Description of changes to the contract including itemized quantities and costs,
- o Engineer's justification of the need for the change order,
- Documentation of how costs were determined if different from the contract itemized rate and determination by the engineer that such costs are reasonable
- Map showing location of any new or revised activities, and
- Commitment letter from the Grantee for any costs which exceed the Authority's grant or other construction funding commitments previously approved.
- The **Change Order Submission Checklist** may be used to ensure that the required information is submitted to the Authority for review.

# **Appendix**

# **Project Forms & Documents**

Grant Checklist
Subrecipient Agreement
Authorized Signatures for Payments and Checks
Request for Payment
Quarterly Progress Report
Construction Contract Submission Checklist
Change Order Submission Checklist
Grant Amendment
Close-Out Report and Final Certifications



#### **Grant Checklist** To obtain a Notice to Proceed on the grant, you must submit: **Due Date** Item Signed Grant Agreement Within 15 days of Grant Award Within 30 days of Grant Award Authorized Signatures for Payments and Checks Special Grant Conditions cleared Within 30 days of Grant Award Within 30 days of Grant Award Subrecipient Agreement or Performance Agreement (if required) and prior to execution Required prior to release of funds: Construction Contract(s), including Prior to execution (generally ✓ Bid Package within 180 days of Grant Award) ✓ Evidence of Bid Advertisement ✓ Certified Bid Tab and Recommendation (with explanation of discrepancies) ✓ Winning Bidder's Response and Bonds ✓ Contract Agreement and Spec Drawings ✓ Certify ROW/Property Ownership & Permits When Requests for Payment of grant funds are made, you must submit: Request for Payment Form Following contract approval and for ✓ Documentation for draw requests completed work (Invoices, Certified Construction Draw Requests, etc.) ✓ Local match expenditures ✓ Attach any applicable change orders that have not previously been submitted. Throughout the grant process, you must submit: Jan 1 $\square$ Apr 1 $\square$ Jul 1 $\square$ Oct 1 $\square$ Quarterly Status Report Construction Contract Change Orders Major – submit in advance Minor - submit with next RFP Grant Amendment Requests Submit to RIA for approval prior to (scope of work changes, budget changes of 10% or more or grant period extensions) implementing changes **KEY DATES TO REMEMBER** Activity **Timeframe Grant Effective Date** Date grant award is approved Project Start Up/Notice to Proceed Within 30 days of grant award **Substantial Progress** Within 180 days of grant award RIA Project Review Funds are substantially expended and construction is nearly complete Within 30 days of final expenditure Closeout Report and construction completion **Grant Closeout** Within 24 months of grant award for FY17-18 grants

#### Need to contact us?

(803) 737-0390 • <u>info@ria.sc.gov</u>

1201 Main Street, Suite 1600 • Columbia, South Carolina 29201



## **Subrecipient Agreement**

| <b>BETWEEN</b> (Grantee) <b>AND</b> (Subrecipient)   |          |
|--|----------|
| This Agreement by and between as the recipient ("Grantee") of grant funds from the SC Rura Infrastructure Authority (RIA) under grant # ("Grant") for (project title) and as the Subrecipient ("Subrecipient") of the Grantee do mutually agree to the terms and conditions stated herei   | ne       |
| and agree that no funds will be disbursed prior to the date of the execution of this Subrecipient Agreement (the "Agreement"). This Agreement will remain in effect until the Grant is closed, the project complete, and required audits have been conducted. Any modification or amendment to this Agreement must be made in writing and is subject to the requirements of the RIA. | nt<br>is |
| The application that was approved by RIA in connection with the Grant (the "Application") incorporated by reference in this Agreement. Any provisions contained herein which are found to be inconsistent with the RIA program requirements, or its implementing authority, will be deleted appropriately modified as directed by the RIA  | e        |

<u>Purpose</u>: It is the purpose and intent of this Agreement to enable the Grantee to provide Grant funds to the Subrecipient for carrying out the project described in the Application which was approved and funded by the RIA pursuant to the Grant.

Under this Agreement, the Grantee is still responsible for the overall administration, compliance and monitoring of the use of the Grant funds in accordance with RIA program requirements.

#### **Description of Work**: (BE VERY SPECIFIC)

The Subrecipient will be responsible for administering the following activities in a manner satisfactory to the Grantee and consistent with RIA requirements and other standards imposed as a condition of providing the Grant funds.

- a. Location of Improvements: Describe the location of work to be performed by the Subrecipient.
- b. Scope of Work: *Describe in detail the specific activities to be conducted by the Subrecipient.*
- c. Performance Accomplishments: *Include measureable accomplishments to be achieved (number of customers served, jobs created/retained, consent orders resolved, etc.)*
- d. Roles and Responsibilities of Each Party: List the major tasks and entity responsible (i.e. Acquisition, Engineering Design, Procurement and Oversight of Construction Contract(s), Operations and Maintenance, etc.)

#### **Time of Performance:**

| Services of the Subrecipient shall commence on         | (date) and is expected to be complete on           |
|--|--|
| (date). The terms of this Agreement and the provisions | s herein shall be extended to cover any additional |
| time period during which the Subrecipient remains resp | consible for carrying out the approved activities. |
| This timeframe must conform to the RIA grant period.   |  |

#### **Budget for Activities:**

The total budget to be provided to the Subrecipient by the Grantee for this project is \$\_\_\_\_\_. The total amount of funds committed to this project by the Subrecipient is \$\_\_\_\_\_. Following is a summary of the sources and uses of such committed funds.

| Uses | Sources | Amount |
|------|---------|--------|
|      |         |        |
|      |         |        |
|      |         |        |
|      |         |        |
|      |         |        |
|      |         |        |

<u>Payments:</u> The Subrecipient will request needed Grant funds by submitting a request for payment to the Grantee. The request must be for eligible expenses only and must include an invoice for the expenses incurred under the Grant. Grant funds must be expended immediately upon receipt. Payments will be made for documented and eligible expenditures consistent with the approved budget.

<u>Unexpended Grant Funds:</u> The Subrecipient agrees that it will immediately return to the Grantee any unexpended Grant funds provided by the Grantee under this Agreement.

**Records and Reports:** The Subrecipient must provide a quarterly progress report and closeout, or other reports as may be required. All other pertinent Grant records, including accomplishments data, financial records, contracts or other supporting documents, shall be retained for a minimum of three years after closeout of the Grant. If, however, any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

<u>Operation and Maintenance:</u> Unless otherwise specified in this Agreement, the Subrecipient agrees to be responsible for the operation and maintenance of the facilities, structures or other improvements paid for in whole or in part with Grant funds.

**RIA Program Requirements:** The Subrecipient must comply with all RIA requirements. The approved RIA Application, the Grant Agreement between the Grantee and RIA, any special conditions, project management procedures and any Grant Amendment are incorporated in this Agreement by reference and the Grantee and the Subrecipient agree to comply with such documents.

<u>Uniform Administrative Requirements:</u> The Subrecipient shall adhere to the following administrative requirements:

**Financial:** The Subrecipient shall comply with generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or the General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

**Procurement:** All purchases of goods and services shall be made according to the applicable procurement laws, regulations and guidelines of the Grantee, provided it substantially conforms to the Model Procurement Ordinance for Local Governments developed in accordance with the South Carolina Consolidated Procurement Code. If the Grantee has no established procurement laws, regulations and guidelines, "Article 5: Source Selection and Contract Formation of the South Carolina Consolidated Procurement Code" may be used as a guideline for goods and services funded in whole or in part with grant funds.

The Subrecipient is encouraged to provide maximum opportunity to participate in contracts associated with the project by minority business enterprises.

The contract and any amendments or change orders must be submitted to the Grantee for submission to the RIA in writing prior to execution.

**Contracts:** The Subrecipient agrees to incorporate applicable RIA requirements in its construction contracts.

**Personnel:** All contractors and subcontractors engaged in the project shall be fully qualified and properly licensed under State and local laws to perform such services. The Subrecipient shall insure that all prime contractors/subcontractors are bonded and insured in accordance with State requirements.

**Audits:** The Grantee is responsible for examining and accounting for the expenditure of Grant funds in its first annual audit following completion of the Project. The Subrecipient will make available all records, files and other documents related to the Project, Application or this Agreement to be audited. The Subrecipient agrees that it will reimburse RIA for any unauthorized or unwarranted expenditures disclosed in the audit, if so directed.

<u>State Laws</u>: The Subrecipient is responsible for compliance with all applicable State laws, Executive Orders, and procedures of the RIA program.

<u>Amendments</u>: Any changes to the scope of work or budget of the project, as outlined in this Agreement, must be submitted in writing in advance by the Subrecipient to the Grantee and the Grantee must submit to the RIA. Any amendment granted by the Grantee and RIA shall be appended to this Agreement as an amendment.

**<u>Budget Changes</u>**: Any change in a budget line item (paid in whole or in part with Grant funds) that is greater than ten percent (10%) of any line item must be approved in writing by the RIA.

<u>Monitoring</u>: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the State or Grantee officials at any time during normal business hours, as often as deemed necessary to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted during the review must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient of notice of such deficiency, unless otherwise specified. Failure of the Subrecipient to comply with the above requirements will constitute a violation of this Agreement and may result in sanctions specified in the Grant Agreement.

<u>Liability:</u> The Subrecipient understands and warrants that it will defend any liability arising from this Agreement and that the Grantee accepts no liability, in so far as such funds are expended in accordance with this Agreement. The Subrecipient shall hold harmless and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.

The Subrecipient agrees to repay to the Grantee the amount of Grant funds provided to the Subrecipient by the Grantee that have been advanced and/or expended in violation of this Agreement and/or any State or local laws or policies governing the use of RIA funds. RIA is the sole arbiter in all matters concerning the eligibility of costs and interpretation of the provisions of law, statute, and policy as well as terms and conditions of this Agreement.

<u>Assignability:</u> The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee and RIA.

<u>Suspension and Termination</u>: Suspension or termination of payment to the Subrecipient under this Agreement may occur if the Subrecipient materially fails to comply with any terms of this Agreement, and the Agreement may be terminated for convenience.

South Carolina Ethics, Accountability and Campaign Reform Act of 1991 (the "Act"): All provisions of this Act have been and will be complied with by the parties to this Agreement in regard to actions and expenditures of funds related to the RIA project giving rise to this Agreement.

<u>Discrimination</u>: The Subrecipient shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Subrecipient and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

<u>South Carolina Illegal Immigration Reform Act:</u> The Subrecipient and any contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

<u>Interest of Certain Federal or State Officials:</u> No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

<u>Conflict of Interest:</u> No member, officer or employee of the Subrecipient, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no

other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Subrecipient shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest and shall comply with Section 8-13-100 et. seq. of the Code of Laws of South Carolina, 1976, as amended. The Subrecipient shall also generally avoid any action that might result in or create an appearance of conflict.

**Applicable Law:** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

<u>Confidential Information</u>: Any reports, information, data, or other documentation given to or prepared or assembled by the Subrecipient under this Agreement which the Grantee or the RIA requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the RIA; provided, however, that should Subrecipient be required by law, court order or some other form of compulsory process to disclose such information, the Subrecipient will give the Grantee and the RIA timely notice of such request prior to disclosure of the information.

<u>Freedom of Information:</u> The Subrecipient acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure to the South Carolina Freedom of Information (FOI) Act and that the Subrecipient, the Grantee and the State are required to comply with the provisions of the FOI Act.

**Copyright:** No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The RIA shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

<u>Terms and Conditions:</u> The Grantee reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the RIA and any other agency of the State.

<u>Severability:</u> If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

| Title of the Subrecipient Official | Signature of the Subrecipient | Date |
|------------------------------------|-------------------------------|------|
| Title of the Grantee Official      | Signature of the Grantee      | Date |



| Authorized Signatures for Payments and Checks  |  |  |  |
|--|--|--|--|
| Please <b>pri</b> r  | nt or type the following information.      |  |  |
| Block 1: Grantee Name & Address  | Block 2: Mail Checks to the Following Bank |  |  |
| Grant Number:  | Bank Name:                                 |  |  |
| Project Title:   |  |  |  |
| Grantee:   | Bank Address:                              |  |  |
| Address:   |  |  |  |
| Zip Code:  |  |  |  |
| Phone:   | Bank Account Number:                       |  |  |
| *Only individuals listed in Block 3: A & B are and A minimum of two signatures is required on a The individual who signs Block 4 must be a C   |  |  |  |
| A. Name:  Title:   | Tido                                       |  |  |
| -  |  |  |  |
| Organization: Address:   | Address                                    |  |  |
| Zip Code:  |  |  |  |
| Phone:   | Phone:                                     |  |  |
| Fax:   | Fax:                                       |  |  |
| Email:   | Email:                                     |  |  |
| Signature:   | Signature:                                 |  |  |
| Block 4: Authorized Executive Official   | Block 5: RIA Review                        |  |  |
| I certify that the individuals whose signatures 3: A-B are authorized to sign checks an payment on the grant. I also understand that officer, I cannot sign checks or requests for paymen: | as the certifying                          |  |  |
| Title:   |  |  |  |
| Address:   |  |  |  |
| Zip Code:  |  |  |  |
| Phone:   |  |  |  |
| Fax:   |  |  |  |
| Email:   | SC Rural Infrastructure Authority Date     |  |  |
| Signature:   |  |  |  |

Note: Return this form to the RIA within 30 days of receipt of Grant Award. If changes occur, revise and resubmit this form.



|   | R   | Request for                 | Payment                           |                                  |                               |
|---|---|-----------------------------|-----------------------------------|----------------------------------|-------------------------------|
| Grantee: Project Title: Contact Person: Phone # E-mail: |   |                             |                                   | request:                         | □ No<br>ance or<br>nbursement |
| <b>Grant Funds Req</b>                                  | uested:   |                             |                                   |                                  |                               |
| Bud   | lget Item   | Grant<br>Amount<br>Approved | Amount<br>Previously<br>Requested | Amount<br>Requested this<br>Draw | Remaining Balance             |
|   |   |                             |                                   |                                  | \$0.00                        |
|   |   |                             |                                   |                                  | \$0.00                        |
|   |   |                             |                                   |                                  | \$0.00                        |
|   | Total   | \$0.00                      | \$0.00                            | \$0.00                           | \$0.00                        |
| ☐ Attach any app  | of expenses must be attablicable change orders the          | at have not pre             |                                   |                                  |                               |
| Bud   | lget Item   | So                          | urce                              | Amount<br>Committed              | Amount Spent to<br>Date       |
|   |   |                             |                                   |                                  |                               |
|   |   |                             | Total                             | \$0.00                           | \$0.00                        |
|   | amount is for actual costs i<br>ural Infrastructure Authori |                             | rantee and is consis              | stent with the approv            | ed budget and scope           |
|   |   |                             |                                   |                                  |                               |
| Submitted by:   |   |                             |                                   |                                  |                               |
| Submitted by:  Grantee (Authorized                      | d Signature)  | -                           | Title                             |                                  | Date                          |

Note: Authorized signature must be consistent with approved RIA Authorized Signatures for Payments and Checks form.

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| Quarterly Progress Report  |   |  |  |  |
|--|---|--|--|--|
| Grantee:   | Grant #:  |  |  |  |
| Project Title:   |   |  |  |  |
| Grant Award Period:  | Grant Amount: \$  |  |  |  |
| Report: Jan 1  | July 1  Oct 1 Year  |  |  |  |
| Project Milestone  | <b>Actual or Estimated Completion Date</b>  |  |  |  |
| Funding Commitments Final Design Property/ROW Acquisition Permits Compliance with Other Funders' Requirements Bids Opened Construction Notice to Proceed Construction Contract Completion Monitoring and Close Out *Design should be complete and construction ready to be bid within FY17-18) or 24 months of grant award.  Describe specific activities undertaken this quarter: | Date: Estimated Completed |  |  |  |
| Describe any problems or delays and steps taken to   | address them:   |  |  |  |
| Is technical assistance needed from RIA?   Yes  Describe need:   |   |  |  |  |
| The information contained herein is true to the best of my   | knowledge.  |  |  |  |
| Signature, Project Manager or Chief Executive  Phone:  | Title Date E-mail:  |  |  |  |

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# **Construction Contract Submission Checklist**

| Grantee:   | Grant #:   |          |
|--|--|----------|
| Project Title:   |  | _        |
| Contractor:  | Contract Amount: \$  | <u> </u> |
| The following procurement and contract (Information must be submitted prior to execut  |  |          |
| <ul> <li>☐ Winning Bidder's Response and Bid Bond</li> <li>☐ Contract Agreement</li> <li>☐ Technical Drawings</li> <li>☐ Easements/ROW/Property Acquisition Certical Required permits (If not required, explain.)</li> <li>If the scope of work is different from the approvements (If the scope of work is different from the approvement)</li> </ul> | ward (with explanation of any discrepancies in the bids) fication red application scope of work [engineer cost estimate, maps, dr Amendment may be required for significant changes. | awings,  |
|  |  |          |
|  |  |          |
| Submitted by:  |  |          |
| Name   | Title Dat  | te       |
| Phone:   | Email:   |          |

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# **Change Order Submission Checklist**

|   | Change Order #:  |   |
|---|--|---|
| Grantee:  | Previous Contract Amount: \$_  |   |
| Grant Number:   | Change Order Amount: \$_   |   |
| Contractor:   | New Contract Amount: \$  |   |
| Submit the following to RIA:  |  |   |
| Submit the following to RIA:  |  |   |
| ☐ Contract change order ☐ Description of changes to the contract including ite ☐ Justification of need for the change order by the ercustomers served ☐ Documentation of how costs were determined, if d ☐ Determination by engineer that such costs are read ☐ Map showing location of any new or revised activi ☐ Commitment letter from Grantee for any costs which commitments approved in the application  If there is a change in project location or the number scope approved in the Rural Infrastructure Authority submitted and approved by RIA prior to execution of the secution of the submitted and approved by RIA prior to execution of the submitted | igineer, including an explanation of ar<br>different from the contract itemized co<br>sonable, if different than the itemized<br>ties<br>ich exceed the RIA grant or other cons<br>er of beneficiaries or if there is a significaty (RIA) grant application, a grant ame | ost rate cost rate struction funding cant change in the |
| Comments:   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
|   |  |   |
| Submitted by:   |  |   |
| Name  | Title  | Date  |
| Phone   | Fmail  |   |



| G  |                          |                            |                          |                             |
|--|--------------------------|----------------------------|--------------------------|-----------------------------|
| Grantee:   | Grant #:                 |                            |                          |                             |
| Project Title:   |                          |                            |                          |                             |
| Original Grant Award Period:                           |                          | Grant A                    | Amount: \$               |                             |
| Type of Amendment Request:                             | Grant Period             | ☐ Budget                   | ☐ Scope of               | f Work                      |
| Grant Amendment Request #:                             |                          |                            |                          |                             |
| Grant Period Extension                                 |                          |                            |                          |                             |
| (Attach a new schedule for com  Proposed Grant Period: | pletion that outlin      |                            | project milestones       | and timeline.)              |
|  |                          |                            |                          |                             |
| Justification:   |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
| -  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
| Budget   |                          |                            |                          |                             |
|  | A                        |                            | Duanage                  | J Nov. Amount               |
| Budget  Budget Item:                                   |                          | ed Amount                  |                          | d New Amount                |
|  | Approve<br>RIA           | ed Amount<br>Local & Other | Proposeo<br>RIA          | d New Amount  Local & Other |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
|  |                          |                            |                          |                             |
| Budget Item:   |                          |                            |                          |                             |
| Budget Item:  Total                                    |                          |                            |                          |                             |
| Budget Item:   | RIA                      | Local & Other              | RIA                      | Local & Other               |
| Budget Item:   | RIA                      | Local & Other              | RIA                      | Local & Other               |
| Budget Item:   | RIA                      | Local & Other              | RIA                      | Local & Other               |
| Budget Item:   | RIA                      | Local & Other              | RIA                      | Local & Other               |
| Budget Item:   | RIA                      | Local & Other              | RIA                      | Local & Other               |
| Budget Item:   | RIA                      | Local & Other              | RIA                      | Local & Other               |
| Budget Item:   | RIA                      | Local & Other              | RIA                      | Local & Other               |
| Budget Item:   | RIA                      | Local & Other              | RIA                      | Local & Other               |
| Budget Item:   | RIA                      | Local & Other              | RIA                      | Local & Other               |
| Budget Item:   | RIA  nt (If additional s | Local & Other              | RIA  rse or separate she | et.):                       |

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| Scope of Work                                       |                    |                   |      |
|---|--------------------|-------------------|------|
| Describe proposed Scope of Work change:             |                    |                   |      |
| · · · · · · · · · · · · · · · · · · ·               |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
| Attach map showing current activities as well as t  | he proposed cha    | nges in location. |      |
|   |                    |                   |      |
| Will the number of customers change?                | □ No □ Yes         | If yes, describe: |      |
|   |                    | • ,               |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
| Provide reasons for the change and a detailed of    | eost justification | n:                |      |
| G   | Ū                  |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
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|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
|   |                    |                   |      |
| The information contained herein is true to the bes | t of my knowledg   | e <b>.</b>        |      |
|   |                    |                   |      |
| Signature of Chief Executive Official               |                    | Title             | Date |
|   |                    |                   |      |
| Phone:  | E-mail:_           |                   |      |
|   |                    |                   |      |
| RIA USE ONLY  |                    |                   |      |
| Date amendment request received                     |                    |                   |      |
| Date amendment approved/denied                      |                    |                   |      |



| Close-Out Report and Final Certifications   |  |
|---|--|
| Grantee:  | Grant Number:  |
| Address:  | Current Grant Period:  |
|   | Project Title:   |
| Contact person:   |  |
| Address:  |  |
| Phone:  | Current Grant Amount: \$   |
| E-mail:   |  |
| ACCOMPLISHMENTS   |  |
| Grant Activities:   | Type: ☐ New Service/Facilities ☐ Upgrade of Existing Facilities  |
| Number of New Customers Served by this Project:   | Number of Total Customers Served by Project:                     |
| Residential Business  | Residential Business   |
| Number of Jobs:   | New Capital Investment:  |
| New Retained  | \$   |
| (If applicable, as a result of this project)  | (If applicable, as a result of this project)                     |
| Describe the completed project using quantitative and qualitative measures:   |  |
|   |  |
|   |  |
|   |  |
| Describe overall impact on the community or system:   |  |
|   |  |
|   |  |
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| ATTACHMENTS   |  |
| <b>RIA Forms</b> (To be sent separately for signature and returned with Close-Out Report and Final Certifications.) | Other Documents Required:  |
| ☐ Final Expenditure Report  | ☐ Permit to Operate ☐ Final Waiver of Liens                      |
| Grant Award Decrease (If applicable)  | ☐ Final Waiver of Liens ☐ Certified "as built" drawing or map of |
|   | improvements completed  Digital Photos (Optional)                |
|   |  |

1201 Main Street, Suite 1600 • Columbia, South Carolina 29201



| Close-Out Report and Final Certifications   |  |
|---|--|
|   |  |
| Project Title:  |  |
|   | ove referenced Grant has been conducted in compliance with the Grant Agreemen applicable state requirements including the following:   |
| • The Grantee has followed Gene Grant funds and expenditures.                             | rally Acceptable Governmental Accounting Principles in the accounting o  |
| • The Grantee has returned any rer  | maining unexpended Grant funds to the RIA.   |
|   | lly approved local procurement policies or the State Procurement Code and ocurement process related to the Project.  |
|   | hereby agrees that there are no unresolved or outstanding claims in disputerising from any contract related to the Project.  |
|   | the facilities, structures, or other improvements paid for in whole or in parave any responsibility to maintain such improvements relating to the Project  |
| <ul> <li>Any conflicts of interest related<br/>applicable state law.</li> </ul>           | d to the Project have been properly disclosed and handled according to   |
| Acceptable Auditing Standards.  | ain an audit of grant expenditures that is in conformance with Generally Any audit findings will be submitted to the RIA upon receipt of the audit disallowed costs, the Grantee agrees to immediately notify and remit such |
| <ul> <li>The Grantee agrees that it will<br/>notification in writing by RIA of</li> </ul> | retain all Project/Grant related records for a minimum of three years afte the close out of the Grant.   |
| As the authorized representative of the Gassurances are true and correct.                 | rantee, I certify that the information contained in the close-out report and the above   |
| Signatura:  | Data   |

Printed:\_\_\_\_

Chief Executive Official